

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

BMW of North America, LLC and
Bayerische Motoren Werke AG,

Civil File No: 0:10-cv-02755-JNE-FLN

Plaintiffs,

CONSENT FINAL JUDGMENT

v.

Hessam Namjoo aka Hossein Namjoo
dba "Motor Direct,"

Defendant.

This matter was opened to the Court upon the filing of the Complaint of Plaintiffs BMW of North America, LLC and Bayerische Motoren Werke AG (collectively, "BMW") against Defendant Hessam Namjoo ("Namjoo"), alleging trademark infringement and counterfeiting under 15 U.S.C. § 1114(1) and trademark infringement under the common law of Minnesota; unfair competition and false designation of origin under 15 U.S.C. § 1125(a) and under the common law of Minnesota; design patent infringement under 35 U.S.C. §271; and deceptive trade practices under Minn. Stat. §325D.44; relating to Namjoo's alleged unauthorized use of BMW's trademarks in at least twenty (20) Internet domain names, through which Namjoo allegedly advertises and sells a variety of vehicle parts that are allegedly counterfeit or otherwise allegedly infringe BMW's trademarks and/or design patents.

Namjoo, having allegedly registered multiple domain names in violation of BMW's trademark rights; allegedly advertised and sold vehicle parts in violation of BMW's trademark and design patent rights; and otherwise allegedly infringed BMW's trademarks through the description and advertisement of said goods and display of BMW's logos;

Namjoo, without admitting any liability, and expressly denying same, solely to avoid the expense and distraction of protracted litigation, and wishing to settle his dispute with BMW amicably;

The parties having acknowledged the jurisdiction of this Court over them and the subject matter hereof; and

With the consent of BMW and Namjoo, and for good cause, IT IS DECLARED AND HEREBY ADJUDGED that:

This Court has jurisdiction over the subject matter hereof;

BMW is the exclusive owner of valid and subsisting federal trademark registrations, including trademark registrations for its Roundel logo, M-Stripes logo, "BMW" mark, BMW Grille Design Marks, "MINI" mark, "MINI COOPER" mark, MINI Wings logo, and X5, M3, 325, 328, 330, 335, 525, 528, 530, 540, 545, 550 marks (*see* Exhibit A hereto), and BMW's Roundel logo, "BMW" word mark, MINI Wings logo and MINI COOPER are famous;

BMW has extensively used and advertised the above marks in connection with its business of designing, manufacturing, distributing, offering for sale and selling motor vehicles and vehicles parts; and

BMW AG is the owner of various valid and lawfully issued United States Design Patents covering vehicle wheels and grilles, including wheel design patent nos. 515,491, 499,685, 504,382, 528,962, 516,003, 438,503, and 551,149 and grille design patent nos. 410,219 and 429,195, and BMW NA is the licensee of said patents in the United States.

With the consent of BMW and Namjoo, and for good cause, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Namjoo, his affiliates, agents, servants, employees, representatives, successors, assigns, independent contractors, insurers, and related companies, including InCarParts, Inc. and any of its parents, affiliates, or subsidiaries, and all those persons in active concert or

participation with any of them who receive actual notice of this Consent Final Judgment, and each of them, be and hereby are permanently enjoined and restrained from:

A. ordering, accepting orders for, providing the means to order, brokering, advertising, displaying, marketing, promoting, offering for sale, selling, accepting shipment or delivery of, warehousing, manufacturing, importing, or otherwise distributing or causing to be delivered, any products that are not made or authorized by BMW that depict or bear BMW's Roundel logo, M-Stripes logo, MINI Wings logo, "BMW" mark, "MINI" mark, "MINI COOPER" mark, BMW Grille Design Marks, or any other trademark or logo of BMW or colorable imitations thereof;

B. ordering, accepting orders for, providing the means to order, brokering, advertising, displaying, marketing, promoting, offering for sale, selling, accepting shipment or delivery of, warehousing, manufacturing, importing, or otherwise distributing or causing to be delivered: (1) for any make of motor vehicle, the wheel and grille models identified in Exhibit B hereto or any other wheel or grille models that are substantial copies of BMW's U.S. patented designs, including but not limited to the design nos. 515,491, 499,685, 504,382, 528,962, 516,003, 438,503, 551,149, 410,219 and 429,195, or (2) for BMWs and MINIs, any and all other wheel or grille models that are substantially similar to such models or otherwise to BMW U.S. patented designs, including but not limited to the design nos. 515,491, 499,685, 504,382, 528,962, 516,003, 438,503, 551,149, 410,219 and 429,195.

C. displaying BMW's logos or colorable imitations thereof, including but not limited to BMW's Roundel logo, MINI Wings logo, and M-Stripes logo, on any website, in promotional or marketing materials, or otherwise in connection with his business;

D. advertising or describing products that are not by BMW or MINI as BMW or MINI products, or otherwise using BMW's trademarks or colorable imitations thereof

as or in the names, titles, and listings of products not made or authorized by BMW, such as using the terms BMW Accessories, BMW Wheels, Mini Cooper taillights, and BMW grilles to advertise or sell non-genuine BMW accessories, wheels, taillights and grilles;

E. making any other trademark use of the "BMW" mark, "MINI" mark, "MINI COOPER" mark, or X5, M3, 325, 328, 330, 335, 525, 528, 530, 540, 545, 550 marks, or any other BMW trademarks or colorable imitations thereof, including use of any visible use of BMW's trademarks in Google Adwords or other keyword advertising;

F. registering, acquiring, or otherwise maintaining registrations for or using domain names incorporating "BMW", "MINI", "MINI COOPER", "ROUNDEL", "M3", "325", "328", "540", or any other trademark of BMW's;

2. Namjoo, his affiliates, agents, servants, employees, representatives, successors, assigns, independent contractors, insurers, and related companies, including InCarParts, Inc. and any of its parents, affiliates, or subsidiaries, and all those persons in active concert or participation with any of them who receive actual notice of this Consent Final Judgment, and each of them, shall immediately cancel the below registrations:

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| a) www.bmwvwmercedesparts.com | k) www.bmwangeleyeheadlights.com |
| b) www.bmwroundel.com | l) www.bmwangleeyeheadlights.com |
| c) www.bmw3parts.net | m) www.325iparts.com |
| d) www.bmwpartsaccessories.net | n) www.328iparts.com |
| e) www.minicooperaccessories.com | o) www.540parts.com |
| f) www.minicooperengine.com | p) www.bmwheadlight.net |
| g) www.minicooperparts.info | q) www.bmwheadlights.info |
| h) www.minicooperperformance.net | r) www.bmwheadlightshid.com |
| i) www.wheelsbmw.net | s) www.bmwprojectorheadlights.com |
| j) www.bmwexhaust.net | |

Namjoo may point his domain name www.bmwpartswheels.com to www.incarparts.com for a period of 7 months from the date of execution of this Consent Final Judgment, but must immediately relinquish and transfer, or at BMW's election, cancel the domain name www.bmwpartswheels.com to BMW at the conclusion of that pointing period.

3. Namjoo represents and warrants that the above domain names are the only domain names that he or his affiliates, agents, servants, employees, or representatives, including but not limited to InCarParts, Inc. and its related companies, have registered or used at any time that incorporate any trademark of BMW's.

4. Subject to the foregoing, Namjoo may make "fair use" or "nominative use" textual reference, in the identical font, format, size, and color as, and no more prominently than the surrounding text, to "BMW" or to other BMW word marks solely to communicate truthfully that certain products "fit BMWs" or are "for BMWs," or fit or are for specific BMW models (such as the M3).

5. Namjoo shall, within thirty (30) days of entry of this Consent Final Judgment, notify in writing, with a copy to BMW, any and all third parties with which Namjoo has placed advertisements using BMW's logos, that such usage in advertisements must be removed immediately.

6. Within thirty (30) days of the entry of this Judgment, Namjoo shall identify, in writing and with specificity, each of his sources, by company name and address, telephone number, principal individual contact, shipper, broker or other purchasing agent, port of entry and shipping location, for each of (i) the products identified in Exhibit B hereto, or otherwise for (ii) any products that are not made or authorized by BMW that bear or display BMW's Roundel logo, M-Stripes logo, "BMW" mark, BMW Grille Design Marks, "MINI" mark, "MINI COOPER" mark, MINI Wings logo, X5, M3, 325, 328, 330, 335, 525, 528, 530, 540, 545, 550 marks, or any other trademark or logo of BMW or colorable imitations thereof. Namjoo shall

also provide representative transactional documents sufficient to identify each of its different sources of such products.

7. Namjoo shall immediately provide a copy of this Consent Final Judgment to his agents, servants, employees, and representatives. Namjoo's rights under this Consent Final Judgment are not assignable.

8. Namjoo shall, within forty-five (45) days of entry of this Consent Final Judgment, through a duly authorized officer or director, certify in a sworn written statement that he has complied with and completed those actions ordered by paragraphs 1-2 and 5-8 herein.

9. This Court shall retain jurisdiction of this matter and over the parties thereto for the purpose of enforcing the terms of this Consent Final Judgment. The parties acknowledge that a breach of this Consent Final Judgment by Namjoo would result in immediate and irreparable injury to BMW entitling BMW to immediate enforcement of this Consent Final Judgment.

12. Other than as set forth hereinabove, BMW and Namjoo shall each bear their own respective fees and costs in this action.

13. There being no just reason for delay, the Clerk of this Court is hereby directed to enter this Consent Final Judgment forthwith.

The parties, through their undersigned counsel, hereby consent to the entry of the foregoing Consent Final Judgment and waive any and all rights of appeal.

Approved as to form: Vadim Trifel
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Counsel for Defendant

Dated: 11/19/10

By: Hessam Namjoo
Hessam Namjoo

Dated: 11/19/2010

Approved as to form: John G. Froemming
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Dated: 11-19-2010

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Counsel for Plaintiffs

By: Francis W. Calkins
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BMW of North America, LLC

Dated: 11-29-2010

Dated: 11-29-2010

The parties, through their undersigned counsel, hereby consent to the entry of the foregoing Consent Final Judgment and waive any and all rights of appeal.

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Dated: 11/19/10

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Dated: 11/19/2010

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By: J. Perl B. Orschel

Dated: December 3, 2010

Title: HEAD OF TRADEMARK DEPT. LEGAL COUNSEL

Dated: "

Bayerische Motoren Werke AG